

ZB# 00-44

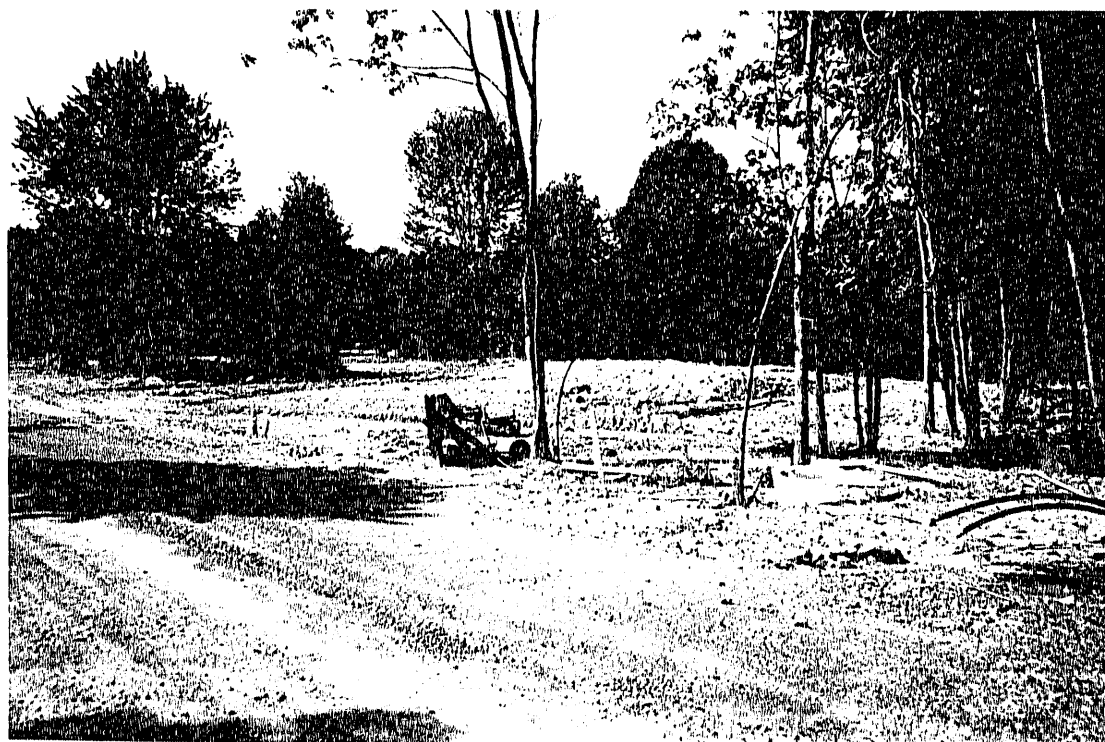
**Cardaropoli /
Sand Castle Homes**

7-3-11

#00-44 - Cardaropoli (Sand Castle Homes)
7-3-11 Area

Prelim.
Sept. 11, 2000.
Applicant's ~~head~~ ^{head} ~~App.~~
Photos/Deed

Public Hearing:
Sept. 25, 2000.
Granted
Area.
Refused
\$186.00





APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Sandcastle Homes, Inc.

FILE# 00-44.

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

Rec'd.
Ch. # 5542
7/31/00.

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

Rec'd.
Ch. # 5543
7/31/00.

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 9/11/00: 2 \$ 9.00
2ND PRELIMINARY- PER PAGE 9/26/00 \$ 36.00
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 45.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 9/11/00 \$ 35.00
2ND PRELIM. 9/25/00 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 115.00

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 185.00



SANDCASTLE HOMES, INC.
2 CORPORATE DR STE 201
CENTRAL VALLEY, NY 10917-4007

**THE WARWICK
SAVINGS BANK**
HIGHLAND MILLS, NY 10930
50-7133/2219

5542

7/28/00

PAY TO THE
ORDER OF Town of New Windsor

\$ **50.00

Fifty and 00/100*****

DOLLARS
Security features
included.
Details on back.

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

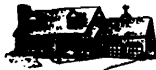
MEMO Lot#2 CR

2BA #00-44

⑈005542⑈ ⑆221971332⑆ 032 1421075⑈

My Cell.

© 1984 - 1997 INTUIT INC. # 392 1-800-433-8810



SANDCASTLE HOMES, INC.
2 CORPORATE DR STE 201
CENTRAL VALLEY, NY 10917-4007

**THE WARWICK
SAVINGS BANK**
HIGHLAND MILLS, NY 10930
50-7133/2219

5543

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Three Hundred and 00/100*****

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Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

MEMO Lot#2 CR

2BA #00-44.

⑈005543⑈ ⑆221971332⑆ 032 1421075⑈

My Cell.

© 1984 - 1997 INTUIT INC. # 392 1-800-433-8810

Date 1/29/2002 49

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Sandcastle Homes, Inc. DR.

2 Corporate Dr., Suite 201
Central Valley, N.Y. 10917-4007.

[illegible]

-----X
In the Matter of the Application of

SANDCASTLE HOMES, INC.

MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE

#00-44.
-----X

WHEREAS, SANDCASTLE HOMES, INC., a corporation with located in Cornwall, N. Y. (P. O. Box 487), 12520, has made application before the Zoning Board of Appeals for a 14 ft. rear yard variance for construction of a single-family residence at 10 Samantha Court, New Windsor, N. Y. 12553, in an R-4 zone; and

WHEREAS, a public hearing was held on the 25th day of September, 2000 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Nick Cardaropoli appeared on behalf of this Application; and

WHEREAS, there were two spectators appearing at the public hearing; and

WHEREAS, both spectators had questions but none expressed opposition to this Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes. This property as well as the neighboring properties are newly constructed pursuant to a site plan approved by the Planning Board.

(b) The property is so situated that a rear yard variance would be necessary no matter how the property is located.

(c) The lot is unusually shaped causing the need for a rear yard variance.

- (d) The lot is adjacent in the rear to a wooded area. The property will be bordered by a drainage swale so that storm water is not directed onto a neighboring property.
- (e) If the variance is approved, the distance from the back of the deck to the backyard neighbor will be 26 ft. as opposed to the Code requirement of 40 ft.
- (f) Other homes in the area have similar decks.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted for the reasons listed above.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 14 ft. rear yard variance for construction of a single-family residence at 10 Samantha Court, in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: December 11, 2000.


Chairman

Date 9/26/10, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
165 N. Drury Lane
Newburgh, N.Y. 12550

ATE

CLAIMED

ALLOWED

6/3/10	Zoning Board Mty		75	00		
	Misc - 2					
	Cactus Properties - 4					
	Ciscodano - 4					
	Grajafati - 2					
	Wilkins - 2					
	Chew - 1					
	Losio - 2					
	Sandcastle Homes - 8	36.00.	112	50		
		25				
			187	50		

SANDCASTLE HOMES, INC.

MR. NUGENT: Request for 14 ft. rear yard variance for single-family residence located at 10 Samantha Court in an R-4 zone.

Mr. Nick Cardaropoli appeared before the board for this proposal.

MS. CORSETTI: For the record, we sent out 33 notices to adjacent property owners on September 13.

MR. CARDAROPOLI: As I said the last time I was in, the home that we want to put next to the existing one that we just built here, there's not enough room for the deck on the back and this design of this house is different than that one, they are both approximately the same size, don't change the neighborhood at all, except for the first one has a little longer front porch and no matter which way we try it, we couldn't get it into the envelope. There's just not enough room and when we did the house, we need a variance cause we need two foot for the house and 12 foot for the deck in the back.

MR. TORLEY: This house has not yet been built?

MR. CARDAROPOLI: Sold but not built.

MR. NUGENT: Is that a corner lot?

MR. CARDAROPOLI: No, the corner lot is done, that's the one on the corner, this is the lot that we're building, that's a picture of the lot.

MR. BABCOCK: The angles of the lot is what really caused this, if the lot was actually a rectangle, this house would fit.

MR. CARDAROPOLI: We took over the job from our mason cause he couldn't come up with a bond, so we got stuck with the engineering that was done there and it's just like your building inspector said, it's the angles where you can't fit a house on it and we want to keep all the houses all colonials all in the same price

range, but we want make each one different and there's five houses going in there, all five homes are different, they are approximately all the same size. This is the house next door, this doesn't change the neighborhood, it doesn't cause any hardship for anybody. That's the one on the corner that you referred to, that house sits right here and this is the lot that this house is going to be built on.

MR. KANE: The measurement's from the deck off the back of the house?

MR. BABCOCK: That's correct so if he's successful in getting a variance for the deck, the house is a moot point.

MR. KANE: Because it's 36 feet to the back of the house.

MR. BABCOCK: It's 36 feet to the back of the house, that's correct.

MR. TORLEY: Absent the deck, the house is non-conforming.

MR. CARDAROPOLI: It needs two feet, it sticks out so we need two feet in the back plus the deck, the house doesn't fit, no.

MR. MC DONALD: This side here doesn't?

MR. CARDAROPOLI: Well, it's all along the back here, the back line.

MR. KANE: The proposed deck size on the house?

MR. CARDAROPOLI: It's 10 x 12, I believe, when we got a building permit, we discovered after just before we started construction that the house didn't fit.

MR. TORLEY: Mike, the setback in this zone is what?

MR. BABCOCK: Forty feet.

MR. TORLEY: So the variance for both front and rear?

MR. BABCOCK: Front, back is 35, excuse me, rear yard is 40.

MR. CARDAROPOLI: Then there's just woods back here, all the school property and one house that's over behind this house, so it doesn't affect anybody, there's one house over here and this is all woods and school property.

MR. TORLEY: Hypothetically, if the house was rotated.

MR. CARDAROPOLI: We have rotated it every way we could.

MR. TORLEY: It doesn't fit?

MR. CARDAROPOLI: It sticks out the back on the other side, just no room in the back.

MR. TORLEY: Nowhere do you have 40 feet in the back?

MR. CARDAROPOLI: No.

MR. KANE: Mr. Chairman, can we open it up to the public?

MR. NUGENT: At this point, I will open it up to the public, if you have any comment, try to keep it from being repetitious and speak to the Chair.

MR. TAMBURINI: My name is Duane Tamburini, I own 509 and 515 Union Avenue, those houses border my entire property. From what he's saying there's woods in back of this home, this is my woods so it's my property, I'm assuming it's right around the bend there, correct?

MR. CARDAROPOLI: Your property is right behind the first house, there's two small homes behind there, yes, I know where you are.

MR. TAMBURINI: You're bordering that, correct?

MR. CARDAROPOLI: You're bordering that on the first house, the second house is down a little further, I

don't know if it borders your property or not.

MR. TAMBURINI: Well, my property is the whole length. My concern is if this deck is going to be too close to my property. Right now, I already have a problem with all the houses that are on Samantha Court, all the water's draining into my land, I mean, after a rain storm, I can go out and snorkel in my back yard.

MR. CARDAROPOLI: May I address that?

MR. NUGENT: Yes, you can.

MR. CARDAROPOLI: We received a phone call from an elderly gentleman.

MR. TAMBURINI: George Tucker.

MR. CARDAROPOLI: Yeah, George, I happened to be in Town, they paged me, I was over there, I responded to it immediately and we called him again today to say tomorrow when it rains you're not going to get anything. We put a swale in the front with hay bale to carry the water down and we put also in the back. The Town highway superintendent by the time he got there all the work was done, by the time the Town engineer got to me, the work was done so your problem you shouldn't have that probably.

MR. TAMBURINI: Your response time is excellent, I'm not questioning that.

MR. CARDAROPOLI: I told George I would be there tomorrow morning when it's raining.

MR. TAMBURINI: My concern is when the houses are done and you're out of there and then I still have the problem, that's a concern of mine.

MR. CARDAROPOLI: If it isn't rectified already by tomorrow, we can see if we didn't do it right, if we didn't do it right, we'll do it over again.

MR. TAMBURINI: Because I never got any water in my property, now all of a sudden, I get, we have to

barricade it and we had to buy a pump just to keep it from coming in the front door.

MR. CARDAROPOLI: I wish somebody called me right away, I didn't know about it, we were a little shocked when we did find out, but we responded right away. When you're doing new construction, the loose dirt runs a little and it mixes with the mud and everything runs. Once those yards get seeded and that road will be blacktopped next week and the swale will be able to take the water away.

MR. TAMBURINI: Is there going to be drainage ditches?

MR. CARDAROPOLI: There's going to be a swale.

MR. TORLEY: That's a drainage ditch.

MR. CARDAROPOLI: It's better because it won't clog up, it will run back and into like the woods passed him and then there's a gigantic field, it will never get to that, there's plenty of room back there.

MR. TAMBURINI: If you had just seen it.

MR. CARDAROPOLI: I wish I had but I will be there tomorrow.

MR. TAMBURINI: It was banging up against the side of my garage.

MR. CARDAROPOLI: I see cause you only have that much to your floor, so if you get any rain.

MR. TAMBURINI: There's this much to the top of the cement piece and then that much to the door.

MR. CARDAROPOLI: It was over the cement piece.

MR. TAMBURINI: It was coming into the door, I actually had to shovel it out.

MR. CARDAROPOLI: That's been corrected, I will be there tomorrow to make sure.

MR. TAMBURINI: Also in the back, the back house all the water from that house comes into my back yard.

MR. CARDAROPOLI: Now the back house?

MR. TAMBURINI: The far house, the one all the way in the back.

MR. CARDAROPOLI: All the way back lot 4 that water's coming this way?

MR. TAMBURINI: Yes, it's coming back into my property and flooding the back yard.

MR. CARDAROPOLI: I'll look at that tomorrow.

MR. TORLEY: Given the weather forecast, you'll have a chance to check it out.

MR. NUGENT: You're going to get plenty.

MR. TAMBURINI: Everything is backfilled up higher than my property, so all the water from those properties comes into any yard.

MR. CARDAROPOLI: We have been in the building business since 1908, four generations in this county, we're not going anywhere and I think we've got a darn good record and any community that you go to or any town that we built in, we probably built just about everything that was built in Monroe and Woodbury, they have no problems with us and you won't have any problems with us.

MR. TAMBURINI: Now with the deck off the back of the house, how far is that going to be from my property?

MR. CARDAROPOLI: That's not going to be too far.

MR. BABCOCK: 36 feet.

MR. TAMBURINI: Back of the house or back of the deck.

MR. NUGENT: From your property.

MR. TAMBURINI: To the edge of the deck.

MR. KANE: Going to be 16 feet.

MR. NUGENT: From the property line to the back of the deck is going to be 26 feet.

MR. BABCOCK: That's correct.

MR. CARDAROPOLI: You just asked the question I don't think they heard it.

MR. TAMBURINI: Is that going to cause any problems if I want to do something with my property?

MR. NUGENT: Absolutely not, you have your own property line which happens to be the same as that one.

MR. TORLEY: What he does on his can't affect what you do on yours.

MR. TAMBURINI: Okay.

MR. NUGENT: Okay, yes?

MS. GENTRY: I'm Becki Gentry, I own the house at 5 Cimorelli Drive. I did receive the mailing but I'd like to suggest that you use envelopes that have a return address on them or that say they are from the Town of New Windsor because very often, when I get an envelope like this, I'm liable to toss it. I'm not saying that your attendance would be increased by this, but it's just something that would show people that maybe this is something you might want to look at.

MR. NUGENT: It's not from the Town of New Windsor.

MR. CARDAROPOLI: I didn't send you a Sandcastle envelope because I thought you'd send put it in the garbage.

MS. GENTRY: The meeting is held by the zoning board.

MR. KANE: But the mailings are sent by the petitioners, not by the Town.

MS. GENTRY: I did not know that.

MS. CORSETTI: He did his part, that's what he was supposed to do.

MS. GENTRY: It's just too bad it can't say zoning board notice or something on the outside.

MR. TORLEY: Did you have any feelings about the building itself?

MS. GENTRY: No, I'm satisfied with the discussion, I understand.

MR. NUGENT: Anyone else? At this time, I'll close the public hearing and open it back up to the members. Are there any questions?

MR. MC DONALD: Entertain a motion?

MR. NUGENT: Yes.

MR. MC DONALD: Make a motion that we grant the request for Sandcastle Homes 14 foot rear yard variance.

MR. KANE: Second the motion.

ROLL CALL

MR. TORLEY	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. NUGENT	AYE

MR. KANE: Motion to adjourn.

MR. MC DONALD: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. MC DONALD	AYE
MR. KANE	AYE

9/25/00 Public Hearing - Sandcastle Homes, Inc. #00-44.

Name:

Address:

H. Becki Gentry

5 Cimorelli Drive

Duane Tamburini

509 / 515 Union Ave.

**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914) 563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 7/27/00

APPLICANT: Sandcastle Homes Inc.
PO Box 487
Cornwall, NY 12520

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 7/14/00

FOR : Single Family Home

LOCATED AT: 10 Samantha Court

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 7-3-11

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Bulk Use Table R-4 Suburban Residential

1. Proposed single family residence can not meet rear yard setback of 40ft, proposed house is 36ft from rear property line. A variance of 4ft is required.


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: Single Family Residence

MIN. LOT AREA:

MIN LOT WIDTH:

REQ=D.. FRONT YD:

REQ=D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ=D REAR YD: 40ft

26'
~~56ft~~

14'
4ft

REQ=D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

Date 9/13/00, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550.....

DATE			CLAIMED	ALLOWED
9/11/00		Zoning Board Mtg	75.00	
		Misc 1		
		Slego - 3		
		Sandcastle - 2 9.00		
		Calvet - 4		
		Evans - 4		
		Moore - 3		
		Hmsinger - 3		
		Kelly - 3		
		Pearson - 2		
		Schlesinger - 8		
		Lehman - 2	157.50	
		35	232.50	

SANDCASTLE HOMES, INC.

Mr. Nick Cardaropli, Sr. appeared before the board for this proposal.

MR. TORLEY: Request for 14 ft. rear yard variance for proposed single family home to be located at 10 Samantha Court in an R-4 zone.

MR. CARDAROPLI: We need a variance, it's a 5 lot subdivision we're building right down here on Samantha Court, it's a similar home to what's going up there that's different now. The 14 feet is a little cause we need a little bit, only two feet on the house, I believe, but we want to put a deck on the back too and this is woods and this is the school and it's a similar house to the house that's next door to it, it's just we don't want them all to look alike so it's just different in design.

MR. TORLEY: There's no way you can place the house on the property?

MR. CARDAROPLI: No because it comes out of the envelope. In fact, the town gave us a building permit but then we discovered it was out of the envelope, it just no matter which way you switch it, I have a signed contract, people are waiting.

MR. NUGENT: That's the only reason why because of the deck?

MR. CARDAROPLI: The deck and it did stick out one of the corners.

MR. TORLEY: Lot itself does meet code requirements?

MR. CARDAROPLI: Yes, it was a 5 lot subdivision approved.

MR. TORLEY: Gentlemen, any other questions?

MR. NUGENT: No.

MR. TORLEY: Motion?

MR. NUGENT: Make a motion.

MR. REIS: Second it.

ROLL CALL

MR. MC DONALD	AYE
MR. REIS	AYE
MR. NUGENT	AYE
MR. TORLEY	AYE

MR. KRIEGER: If you'd take that sheet with you, those are the criteria on which the Zoning Board must decide at the hearing. So if you would address yourself to those criteria, that would be helpful.

MR. CARDAROPLI: I will, thank you.

ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR
COUNTY OF ORANGE:STATE OF NEW YORK

X

In the Matter of the Application for Variance of

AFFIDAVIT OF
SERVICE
BY MAIL

Sandcastle Homes, Inc.

00-44:

X

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. CORSETTI, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at
7 Franklin Avenue, New Windsor, N. Y. 12553.

That on the 13th day of Sept., 2000, I compared the 32
addressed envelopes containing the Public Hearing Notice pertinent to this case
with the certified list provided by the Assessor regarding the above application
for a variance and I find that the addresses are identical to the list received. I
then caused the envelopes to be deposited in a U.S. Depository within the Town
of New Windsor.

Patricia A. Corsetti

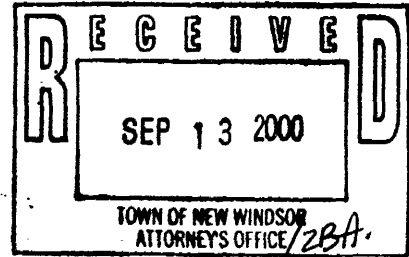
Notary Public

Sworn to before me this

____ day of _____, 20____.

Notary Public

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR



PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 44

Request of Sandcastle Homes, Inc.

for a VARIANCE of the Zoning Local Law to Permit:

Construction of single-family residence w/ insufficient rear yard;

being a VARIANCE of Section 48-12-Table of Use/Bulk Regs. - Col. G

for property situated as follows:

10 Samantha Court, New Windsor, N.Y.

known and designated as tax map Section 7, Blk. 3 Lot 11.

PUBLIC HEARING will take place on the 25th day of Sept., 2000, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent.
Chairman



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

(33)

July 28, 2000

Sandcastle Homes, Inc.
PO Box 487
Cornwall, NY 12520

Re: 7-3-11

Dear Mr. Cardaropoli,

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook (Signature)

Leslie Cook
Sole Assessor

LC/lrd
Attachments

CC: Pat Corsetti, ZBA

Garin Baker
478 Union Avenue
New Windsor, NY 12553

Dominick & Lorraine Lucera
304 Nina Street
New Windsor, NY 12553

Robert & Margaret Rizzuto
10 Park Hill Drive
New Windsor, NY 12553

Hasseltine Beck Gentry
5 Cimorelli Drive
New Windsor, NY 12553

Peter & Catherine McLoughlin
Thomas Canale
502 Union Avenue
New Windsor, NY 12553

Anthony & Maria Landi
7 Ona Lane
New Windsor, NY 12553

Samuel P. Leghorn Jr.
3 Cimorelli Drive
New Windsor, NY 12553

Joseph Thomas Peragine
2 Park Hill Drive
New Windsor, NY 12553

Clara Sgammato
Alida Graham
5 Ona Lane
New Windsor, NY 12553

Mehmet & Ayse Bagsever
1 Cimorelli Drive
New Windsor, NY 12553

Sirlister House
4 Park Hill Drive
New Windsor, NY 12553

James & Monica Hubbard
3 Ona Lane
New Windsor, NY 12553

Pasquale & Anna Maria Mugnano
2 Cimorelli Drive
New Windsor, NY 12553

Luther & Dorothy Powers
216 Gardnertown Road
Newburgh, NY 12550

John & Rhoda Harvin
1 Ona Lane
New Windsor, NY 12553

Alberto & Anna Rose Laudato
4 Cimorelli Drive
New Windsor, NY 12553

John & Martha Petro
8 Park Hill Drive
New Windsor, NY 12553

Kirk Andrews
2 Ona Lane
New Windsor, NY 12553

Seymour & Rae Katz
6 Cimorelli Drive
New Windsor, NY 12553

William & Eda Mc Phillips
481 Union Avenue
New Windsor, NY 12553

Robert Delson
206 Summit Drive
New Windsor, NY 12553

Charles & Mary Elizabeth Clayton
8 Cimorelli Drive
New Windsor, NY 12553

Duane Tamburini
515 Union Avenue
New Windsor, NY 12553

Gerardo Figueroa
Lucia Elba
208 Summit Drive
New Windsor, NY 12553

David & Lydia Negron
308 Nina Street
New Windsor, NY 12553

Jacqueline Scarano
516 Union Avenue
New Windsor, NY 12553

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

Michael & Deborah Bartolone
306 Nina Street
New Windsor, NY 12553

Eva Venus
303 Nina Street
New Windsor, NY 12553

John & Sandra Cranston
210 Summit Drive
New Windsor, NY 12553

The City School District of Newburgh
98 Grand Street
Newburgh, NY 12550

X

Cheryl Divincenzo
305 Nina Street
New Windsor, NY 12553

X

Vincent Calosso
510 Union Avenue
New Windsor, NY 12553

X

(

PURCHASE AGREEMENT

Date: , 2000

Seller: SANDCASTLE HOMES, INC., with an address at P.O. Box 487,
Cornwall-on-Hudson, New York 12520

Purchaser: JENNIFER REYNOLDS and JAMES REYNOLDS, residing at 31
Oakland Avenue, Walden, New York 12586

The Seller agrees to sell and the Purchaser agrees to purchase Section 2 Lot No. 1 on the subdivision map entitled "Subdivision Plat of Section 1 and 2 for Domenico Scaglione" prepared by Zimmerman Engineering & Surveying, P.C., dated August 3, 1998 and filed in the Orange County Clerk's office on November 30, 1999 as Map No. 269-99 (the "Premises") which premises are identified on the tax map of the Town of New Windsor as Section 7, Block 3, Lot 11, which premises are more fully described in Schedule "A" annexed, upon the following terms and conditions:

1. CONSTRUCTION OF HOUSE.

The Seller agrees to furnish labor and materials for the construction of a single family residence ("the House") at the Premises. The House shall be constructed substantially in accordance with the specifications and the building plans, which are referred to and incorporated herein as Schedule "B." The Seller shall perform its work expeditiously and diligently in a good and workmanlike manner.

2. PRICE AND PAYMENT.

The total Purchase Price is \$219,900.00, payable as follows:

(a)	Down Payment	\$11,000.00
(b)	Due at closing (including proceeds of mortgage, if any) in Cash or Certified or Bank Check drawn on a bank with a banking office in the state of New York to the order of the Seller	<u>208,900.00</u>
		219,900.00

3. VARIANCE CONTINGENCY.

This agreement is subject to, and contingent upon, the Seller obtaining an area variance (the "Variance") from the Town of New Windsor Zoning Board for reduction of the required setbacks, and such other zoning requirement as Seller deems necessary in order to construct the House contemplated by this Agreement, within ninety (90) days of the date Purchaser's attorney receives a fully executed copy of this contract (the "Contingency Period"). The closing date as noted in paragraph "28" below shall be extended corresponding to the period from the date of this Agreement to the date the Variance is granted. In the event the Variance is not granted within the time period provided, either party may elect to terminate this Agreement upon written notice to the other, whereupon the deposit on contract shall be returned to the Purchaser and this Agreement shall be deemed null and void.

4. MORTGAGE CONTINGENCY.

The Purchaser Agrees to forthwith file with a New York licenced lending institution a statement of his credit and/or financial ability, together with an application for a mortgage commitment upon the Premises in the amount not exceeding \$185,000.00 with interest at not more than the prevailing rate, to be repaid over a period not less than 30 years, upon the form or forms required by the lending institution. It is understood and agreed that this contract is conditioned upon the Purchaser securing such commitment in writing and further conditioned upon written notice to the Seller's attorney of Purchaser's receipt of such commitment within 45 days from the date hereof. It is understood and agreed by and between the parties hereto that should for any reason after due diligence, honesty and cooperation of the Purchaser, the lending institution rejects the Purchaser's application in whole or in part, then the Seller, at its option, may elect to take back as a part of the purchase price the Purchaser's bond and purchase money mortgage or extension and assumption agreement for all or any portion thereof, so as to provide the Purchaser with financing in the same amount and under the same terms and conditions as hereinabove set forth; provided, however, that in the event the lending institution rejects the Purchaser's application and the Seller elects not to take back the Purchaser's bond and purchase money mortgage or extension and assumption agreement, then this contract shall become null and void and, the Seller will thereupon return the Purchaser's moneys paid in connection with this contract.

5. DOWN PAYMENT.

YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU, GUARANTYING THE RETURN OF SUCH ADVANCE

The down payment shall be held by the Seller, and Seller along with Nicholas J. Cardaropoli, individually, hereby guaranty that the Seller shall return the deposit to the Purchaser in the event that Purchaser shall become entitled thereto pursuant to the terms and conditions of this agreement.

6. PERMITS AND SURVEY.

The Seller shall obtain, at the Seller's expense, all necessary permits for construction, including a building permit, and shall obtain a certificate of occupancy upon completion of the Residence, which certificate of occupancy shall be delivered to Purchaser at Closing. Seller agrees to provide Purchaser with a survey of the Premises, certified in accordance with the direction of the Purchaser. Purchaser agrees to pay Seller the sum of \$700.00 at closing in consideration for such survey.

7. EXTRAS AND CHANGE ORDERS.

It is understood and agreed that changes in construction (colors, materials, specifications) requested by the Purchaser, will not be made unless authorized in writing by Purchaser at a cost authorized and agreed to in writing between Seller and Purchaser. In the event that builder shall make a change or install an extra at Purchaser's request without a final written authorization or price, the Purchaser shall pay for such change or extra at a price determined by builder's cost plus 25% for operation, overhead and profit. Purchaser agrees to pay for all changes and/or extras at the time same are to be installed, unless other arrangements are made between Seller and Purchaser. Any option and/or color selections offered by the Seller shall be made from Seller's standard selections within ten (10) days after notice to Purchaser. If Purchaser fails or refuses to make the selections, the Seller shall make such selections as it deems fit without further notice and these shall be binding on the Purchaser. Purchaser may make changes in color selections provided such changes are made in writing within five (5) days of the original selections, and such changes can be made without cost or expense to Seller. In the event the Purchaser desires to make a change in selection after five (5) days of the original selection, such change will be made only with Seller's written consent.

8. BUILDING MATERIALS.

All equipment and materials supplied by Seller pursuant to this agreement shall be new, and in accordance with the plans and specifications. In the event that the Seller is unable to procure any of the equipment or materials specified herein, the Seller may substitute equipment or materials of comparable or superior quality to the materials specified herein. All equipment and materials furnished to the Premises and Project by the Seller shall be and remain the personal property of the Seller until the full contract price is paid. All surplus materials shall remain the property of the Seller and may be removed upon completion of the Project.

9. SUPERVISION OF WORK.

Purchaser agrees that the direction and supervision of the Seller's working forces, including subcontractors, rests exclusively with the Seller, and the Purchaser agrees not to issue any instructions to, or otherwise interfere with same. The Purchaser further agrees not to negotiate for additional work with the Seller's working forces and subcontractors except with the Seller's consent.

10. SELLER'S DUTIES.

The Seller's duties and rights in connection with this project are as follows:

- a. Seller shall be solely responsible for all construction under this Contract, including techniques, sequences, procedures, means and coordination of all work. Seller shall supervise and direct the work to the best of its ability, and give all attention necessary for such proper supervision and direction;
- b. The Seller shall comply with all laws and ordinances, and the rules, regulations and orders of all public authorities relating to the performance of the work herein;
- c. The Seller agrees to remove all waste material and rubbish on termination of the project, together with all tools, equipment, machinery, and surplus materials. Seller further agrees to deliver the Premises herein in a broom clean condition;
- d. The Seller shall determine the elevation of the house and the grading based upon Seller's own judgment of terrain and construction problems and in accordance with all applicable building codes; and
- e. All excavating, grading and final grading of the Premises shall be determined by Seller in accordance with Seller's own judgment and discretion.

11. WARRANTIES ON APPLIANCES.

The Seller agrees to deliver to Purchaser such manufacturers and other warranties as may be available on the appliances installed in the House by the Seller.

12. DEBRIS.

The Seller shall remove all construction debris and remove all equipment so as to leave the work site in a clean condition upon completion of the House. All window cleaning is to be done by the Purchaser.

13. ASSIGNMENT.

Purchaser shall not transfer title to the Premises during the course of the performance of the work by the Seller. Nor shall any assignment be made of this agreement, by either party.

14. UTILITIES.

The Purchaser shall pay any hook up, connection or inspection fees, or deposits charged by utility companies, or municipalities required for the provision of water, sewer, electric, gas and other utility service to the Premises. The Seller reserves for itself, its successors and assigns, easements for the installation and maintenance of utilities, including, but not limited to water, electrical, drainage and sewage lines and facilities within then (10) feet of any boundary line of the Premises. Such installation may be made and maintained for the purpose of furnishing utilities, drainage and sewage facilities to or for other portions of the Seller's Premises or to adjoining properties. Seller further reserves for itself, its successors and assigns, the right to enter upon the subject Premises for the purpose of installing, maintaining, extending or removing any of said lines or facilities and, further, the right to trim trees, cut and remove trees and brush to the extent necessary to clear said lines or facilities by at least six (6) feet, provided that the Seller shall restore the Premises as nearly as possible to their condition immediately prior to any such entry.

15. WORK STOPPAGE.

Should work be stopped by any public or quasi-public authority for a period of 30 days or more, whether or not such halt shall be the fault of the Purchaser, and through not fault of the Seller, or should work be stopped for a period of 7 days or more as the result of any act of omission or commission by the Purchaser, including his failure to make the payments called for herein, or through failure of others indicated by the Purchaser as independent contractors to complete work upon the said Project to be done by them, the Seller may upon 7 days written notice to the Purchase stop all work upon the Project, and/or terminate this agreement and recover from the Purchaser the reasonable cost of the work done including costs of overhead and profit.

16. DELAYS.

Seller shall proceed with construction expeditiously and with due diligence in a good and workmanlike manner to complete same within a reasonable period. In

the event that completion shall be delayed by changes in plans and specifications, strikes, non-availability of materials, prolonged inclemency of weather or any occurrences beyond the Seller's control, there shall be a reasonable extension of time of completion and the closing date.

17. POSSESSION.

The Purchaser shall not occupy the Premises until all payments pursuant to this agreement have been made by the Purchaser to the Seller, and a certificate of occupancy is issued by the local municipality. In the event that Purchaser takes possession prior to the time heretofore specified, the Purchaser shall be deemed to have waived any and all claims against the Seller in connection with or arising from this agreement, and all sums remaining due Seller shall be immediately due and payable. At completion there will be no escrow held for the completion of items or the repair of items other than the escrow held by the lending institution, if any. In the event Purchaser's Lending Institution holds an escrow fund, out of the sums due Seller at Closing, Purchaser hereby waives any and all claim to said escrow fund, and hereby assigns any and all interest in said fund to the Seller, and Purchaser shall further direct the Lending Institution to deliver the escrow fund, upon release, directly to the Seller, payable only to the Seller. The Seller shall have no liability whatsoever for any property belonging to the Purchaser, Purchaser's agents, employees, family, or belonging to any party other than Seller which is placed on the Premises prior to the closing of title. No act of the Seller whatever its nature, shall constitute a waiver of this paragraph.

18. INSPECTIONS.

The Seller shall make the work site and its work available for inspection by the Purchaser, the Purchaser's representatives, governmental authorities, and the Purchaser's lender, upon reasonable notice. If such entry is made, it shall be at the Purchaser's, or such other persons sole and exclusive risk. Seller assumes no liability whatsoever for any injury to the Purchaser, Purchaser's agents, employees, family, or anyone accompanying them to or upon the Premises. Purchaser acknowledges that a building site is an inherently dangerous place, therefore no act of the Seller, whatever its nature, shall constitute a waiver of this paragraph.

19. ENTRY TO COMPLETE CONSTRUCTION.

The Purchaser agrees that Seller or its agents, employees, and subcontractors, may upon reasonable notice enter upon the Premises within the 180 days following the closing of title, for the purpose of completing any outside work on this or adjoining premises which may be necessary or required. This provision shall survive delivery of the deed.

20. REGULATORY EXTRAS.

All fees, certifications and/or requirements imposed by OSHA or any other governmental authority not otherwise provided for in this Agreement and the plans and specifications annexed are the sole responsibility of the Purchaser.

21. ADDITIONAL EXCAVATION OR MATERIAL.

It is understood and agreed between the parties that in the event that the Seller shall encounter rock or water in the excavation, or in obtaining access to the site, exceeding the normal conditions found in the area, the Purchaser agrees to pay the extra cost of the excavation, and to provide stone or shale to permit access.

22. GRADING AND SEEDING.

No part of the Premises shall be sodded. If the Seller shall have disturbed the natural state of the Premises, the same shall be final-graded to conform to topographic conditions, in the Seller's discretion. Seller reserves the right to determine the elevation of the foundation to conform with topographic conditions, and to determine the location of the house on the lot. It is understood that the Seller's liability under this paragraph shall be limited to the single completion of the work, and Seller shall not be required to do any corrective work arising from erosion, water runoff, settlement or failure of the Purchaser to maintain the Premises.

23. SUBORDINATION OF PURCHASE AGREEMENT.

Purchaser hereby agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any land acquisition and building loan mortgages placed on the Property, either before or after the execution of this Agreement without the need for execution of any additional documents by Purchaser. Notwithstanding the foregoing, the Lot sold hereunder shall be transferred to the Purchaser at closing hereunder free and clear of such mortgage liens.

24. SUBJECT TO.

Said Premises are sold and conveyed subject to:

- a. Building restrictions and regulations of the governmental authorities having jurisdiction and amendments and additions thereto in effect at the closing of title;
- b. Encroachments of stairs, driveways, party walls, walks, trim, water, sewer, electrical and storm sewer lines, shrubbery, gutters, leaders or catch basins, if any, onto adjacent Lots, as the same may exist at of closing of title;

- c. Covenants, restrictions, easement agreements, and reservations of record, if any, provided the same do not render title unmarketable or prohibit the use of the structure erected or intended to be erected pursuant to this contract, together with normal appurtenances;
- d. State of facts and notes as shown on the map entitled "Subdivision Plat of Section 1 and 2 for Domenico Scaglione" prepared by Zimmerman Engineering & Surveying, P.C., dated August 3, 1998 and filed in the Orange County Clerk's office on November 30, 1999 as Map No. 269-99 (the "Scaglione Subdivision Map");
- e. Utility Easements, as shown on the Scaglione Subdivision Map; as may be amended from time to time;
- f. Any state of facts an accurate survey would show, provided same does not render title unmarketable;
- g. Easements, recorded or to be recorded, in favor of individuals, corporations or other entities, municipalities, special districts, electric, light, telephone, water and other public utility companies for the erection and maintenance of their respective apparatus, and to any easements or privileges granted sewer, water, electric, telephone, cable and drainage purposes;
- h. Variations, if any, between record lines and fences, trim, retaining walls and party walls, if any;
- i. Utility easements in Liber 703 cp 438;
- j. Rights of others to drain through creeks or streams, if any, which cross the Premises, and the natural flow thereof;
- k. A Road Maintenance Agreement, by which the owner of the Premises is entitled to the use of an easement for ingress and egress for the use, in common with others, over Samantha Court, a private road, together with the obligation, along with the owners of the other lots shown on the Scaglione Subdivision Map to share in the maintenance of said private road, and the cost thereof.

25. TITLE.

Seller shall give and Purchaser shall accept such title as any title insurance company which is licenced to do business in the County of Orange and State of New York, will be willing to approve and insure in accordance with their standard

form of title policy, subject only to the matters provided for in this Purchase Agreement.

26. INABILITY TO CONVEY TITLE.

If the Seller shall default in the performance of this agreement, for any reason other than willfully, including an inability to convey a good and marketable title in accordance with the terms hereof, the sole obligation of Seller shall be to refund all monies paid by Purchaser hereunder, and upon the making of such refund this Agreement shall wholly cease and terminate and be of no further force and effect and neither party shall have any further claim against the other by reason of this agreement, and the lien, if any, of Purchaser against the Premises shall wholly cease. The Purchaser may not reject Seller's title, however, without having given Seller a reasonable opportunity to perfect its title in accordance with the terms of this Agreement, but nothing herein contained shall be construed to require Seller to bring any action or proceeding or to incur any expense to so protect the title to the Premises. Purchaser may nevertheless accept such title as Seller may be able to convey without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of Seller. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement except those, if any, which are herein specifically stated to survive the delivery of the deed. Any right which Purchaser may have to cancel this Agreement by reason of any provision herein shall not survive the closing of title and delivery of the deed.

27. FORM OF DEED.

The deed shall be the usual Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording and shall be duly executed and acknowledged so as to convey to Purchaser the fee simple title of the Premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by Subdivision 5 of Section 13 of the Lien Law.

28. CLOSING.

The closing will take place on or about September 15, 2000, upon not less than ten (10) days notice in writing from Seller to Purchaser at the offices of the Seller's attorney or at the offices of the Purchaser's Lending Institution, providing such offices are located within the counties of Orange or Rockland. If such offices are located in any other county, Purchaser shall pay Seller's attorneys \$250.00 at closing to compensate them for the additional time expended by them in travelling to such office.

29. PURCHASER'S DEFAULT.

If Purchaser shall fail to perform one or more of the obligations required by him in this Agreement within the time allowed, or shall otherwise breach this Agreement and shall fail to correct such default with ten (10) days after notification thereof by Seller or shall fail to take title as herein provided, this Agreement, may, at the option of Seller, be deemed terminated and the monies paid by Purchaser hereunder, but not more than 10% of the purchase price plus the total cost of optional extras, together with interest accrued thereon, shall be applied as liquidated damages and all obligations and duties of the parties shall cease.

30. PURCHASER'S RELIANCE.

Purchaser represents to Seller that the Purchaser knows, has examined and has investigated to the full satisfaction of Purchaser, the Premises or the Plans and Specifications therefor; that neither the Seller nor any agent, officer, employee or representative of the Seller has made any representation whatsoever regarding the subject matter of this sale or part thereof or of any matter or thing pertaining thereto, or concerning anything in connection therewith, and Purchaser in executing, delivering and/or performing this Agreement does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by advertisement, brochure or otherwise, by Seller or any individual or corporation. The parties further agree that this instrument contains the entire agreement of the parties and that there shall be no modifications hereof or agreements for changes in construction allowances on account of the purchase price or otherwise, in favor of Purchaser, unless in writing duly signed by Seller.

31. SELLER'S RESERVATIONS.

Seller reserves the right to make such necessary changes and/or substitutions in the construction and/or the finished grade of the Premises and/or Lot and/or materials (as to materials, however, with those of similar value and quality), as may be required, authorized and/or approved by any lending institution and/or any governmental agency having jurisdiction thereof. Any plans or drawings on file or available are approximate and may not accurately reflect actual construction, materials, layout or dimensions. Seller reserves the right to make minor modifications to the demising lines of the Lot as Seller may deem necessary or desirable and reserves the right to remove, or to leave, trees, shrubs and other nature features now on the Premises. Purchaser acknowledges that Seller makes no representation or warranty regarding the number, nature, quality or condition of trees, shrubbery, plant life or plantings now on the Premises, and Seller expressly reserves the right in its sole discretion to remove from the Premises at any time prior to the closing any trees, shrubbery, plant life, or plantings, Seller shall not furnish nor be responsible for any trees, shrubbery, or plantings, nor the treatment, care or removal thereof.

32. FINAL INSPECTION.

Purchaser shall have the right to inspect the House within seventy-two (72) hours prior to the Closing Date for the purpose of determining whether there exist in the House any patent defect in the construction thereof. At the closing, the Purchaser shall sign a written statement acknowledging that Purchaser has so inspected the House, or that he has elected not to so inspect the House, as the case may be. In the event there are some repairs or finishing work which is incomplete, the Seller shall furnish a letter in which in which such items are enumerated (the "Inspection Letter"), which shall be executed at closing by both Seller and Purchaser. The Seller shall complete the items set forth in the Inspection Letter within forty-five (45) days of the closing, unless a part or materials is not immediately available, in which case the Seller shall complete that item as soon as possible after Seller obtains such part or material. The Inspection Letter shall survive the delivery of the deed. The Seller, at Seller's option, shall have the right to give the Purchaser a monetary adjustment, equal to the reasonable cost of parts, materials and labor, in lieu of making the repairs or replacement.

33. PURCHASER'S OBLIGATION TO CLOSE TITLE.

If at the time the deed is tendered the House and/or its environs shall not be fully completed and this Agreement shall not be fully complied with by Seller but the certificate of occupancy, temporary or permanent, and fire underwriter's certificate have been issued and Seller shall agree in writing to complete the House and supply and install any omitted items and to do and perform anything to be performed by Seller under this Agreement within a reasonable time after the closing of title, then the fact that the House is not so fully completed and this Agreement no so fully performed by Seller at the time of closing shall not constitute a reason for Purchaser's failure to accept title and execute the necessary mortgage documents or for an adjournment of closing by Purchaser. Seller shall under no circumstances, be required at closing to place any portion of the proceeds of sale in escrow to insure the completion of such items. The Purchaser further agrees that at the closing of title Purchaser will, if required, execute the usual form letter required by the lending institution stating, in effect, that the Premises have been completed to their satisfaction and that they request that the institution close the loan, and further that they release the institution from any liability accruing from said closing. Such form letter shall not constitute a waiver of Seller's obligations to complete the House and supply and install any omitted items, as provided in this paragraph.

34. LIMITED WARRANTIES.

a. At closing, at Seller's expense, Seller will provide Purchaser with a homeowners warranty, in Purchaser's name, to be issued by the 2-10 Home Buyers Warranty Corporation (the "Limited Warranty"). Prior to the time of execution of this agreement, Purchaser acknowledges that Seller has supplied to Purchaser for

examination and Purchaser has received, read and understood a written copy of the express terms of the warranty to be provided by the 2-10 Home Buyers Warranty Corporation.

THE LIMITED WARRANTY IS IN PLACE OF AND EXCLUDES THE HOUSING MERCHANT IMPLIED WARRANTY, AS DEFINED IN THE NEW YORK GENERAL BUSINESS LAW, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND ALSO EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THE CONSTRUCTION AND SALE OF THE HOUSE. SELLER MAKES NO HOUSING MERCHANT IMPLIED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT AND THE CONSTRUCTION AND SALE OF THE HOUSE.

35. UNPAID TAXES.

The existence of unpaid taxes or charges of any kind at the time of closing title shall not constitute an objection to title provided Seller shall deposit a sufficient amount with a title company so that said company shall be willing insure against collection of same from the property herein described.

36. RISK OF LOSS.

The risk of loss to the Premises by fire or other casualty, until the time of delivery of the deed as herein provided, is assumed by Seller but without any obligation or liability by Seller to repair or replace same, except that if Seller elects to repair or replace such loss or damage to the Premises, this Agreement shall continue in full force and effect, and Purchaser shall not have the right to reject title nor receive a credit against or abatement of the purchase price. In such event, Seller shall be entitled to a reasonable period of time within which to complete said repairs or replacements.

37. APPORTIONMENTS AND TRANSFER TAX.

Purchaser agrees to apportion with the Seller real estate taxes, sewer and water charges, and fuel oil, as of the Closing Date based upon the last bill rendered. Any errors in computation of apportionments shall be corrected. The Purchaser shall make the usual and/or required deposits with the lending institution in order to establish an estimated escrow fund for future payment of taxes, sewer and water charges, and insurance premiums. AS THIS PURCHASE IS NEW CONSTRUCTION, PURCHASER SHALL PAY THE NEW YORK STATE TRANSFER TAX ASSESSED BY REASON OF THE WITHIN SALE OF THE HOUSE AND PREMISES.

38. SIGNS.

The Purchaser for himself, and for his successors and assigns, does hereby covenant and agree that for a period of three (3) years after the closing of title, or until the builder has conveyed title to all houses in the subdivision, whichever is sooner, he shall not place any sign or signs upon any part of Premises advertising same for resale without first obtaining the written consent of the Seller. This provision shall not apply to the usual professional, address and/or name signs. This paragraph shall survive the closing of title and delivery of the deed and may be included therein.

39. BROKER.

Purchaser represents to Seller that Purchaser dealt with no broker or brokers in connection with this transaction, other than Prudential Rand Realty, and Seller shall pay the broker's commission in accordance with a separate agreement.

40. PURCHASER'S LIEN.

All sums paid on account of this Agreement and the reasonable expenses of the examination of title to the Premises are hereby made liens against the Premises but such liens shall not continue after default by Purchaser under this Agreement.

41. REMEDIES.

The Parties hereby waive trial by jury in any action, proceeding or counterclaim arising out of or from this agreement or arising out of or from the guarantees enumerated in this agreement. The Purchaser agrees that in the event of a breach by the Seller, Purchaser's remedies shall be limited to an action at law, and that Purchaser shall not be entitled to seek specific performance of this agreement. Purchaser further irrevocably waives the right to file a Notice of Pendency in any action, proceeding or counterclaim arising out of or from this agreement or arising out of or from the guarantees enumerated in this agreement.

42. ENTIRE AGREEMENT.

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that this Agreement is a single indivisible agreement, and that the delivery and acceptance of the deed shall be considered full compliance with all of the terms of this Agreement, except those provisions which this Agreement expressly states shall survive such delivery, and further except that representations made by Seller in the Plan which by their terms are intended to survive delivery of the deed shall so survive.

43. DISCHARGE OF LIENS AND ENCUMBRANCES.

The parties agree that Seller may pay and discharge any liens and encumbrances not provided for in this Agreement out of monies to be paid by Purchaser on the closing of title, or make deposit for same with the mortgagee or the title company insuring the mortgage, out of said monies, and same shall not be deemed an objection to title.

44. NO RIGHT OF ASSIGNMENT.

Purchaser shall have no right to assign this Agreement without the prior consent in writing of Seller.

45. NOTICE; SERVICE.

Unless otherwise provided by Statute or Regulation any notice or document required to be served under this Agreement shall be served in the following manner:

(1) Personal delivery; or

(2) Mailing prepaid by registered or certified mail with return receipt requested to the last know residence or alternative address provided in writing and if no knowledge of last known residence than to the last known business or employment address.

46. NO RIGHT TO RECORD PURCHASE AGREEMENT.

Purchaser shall have no right to record this Purchase Agreement or any Memorandum reflecting its terms, with the Orange County Clerk, or any other office, without prior written consent of the Seller. The recordation of this Purchaser Agreement by the Purchaser in violation of this paragraph, shall be deemed a material breach of this agreement.

47. BINDING EFFECT.

This Agreement is binding upon the heirs, executors, administrators and successors of the respective parties.

48. WAIVER.

The failure of the Seller to insist upon strict performance of any of the terms, conditions and covenants and covenants herein contained shall not be deemed a waiver of any rights or remedies that Seller may have and shall not be deemed a

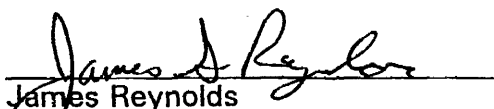
wiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

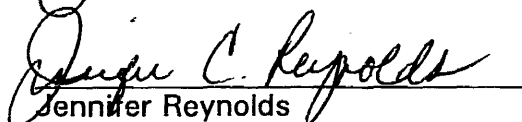
49. **NO SALES CONTINGENCY.**

This agreement is NOT subject to the Purchaser selling any other premises.

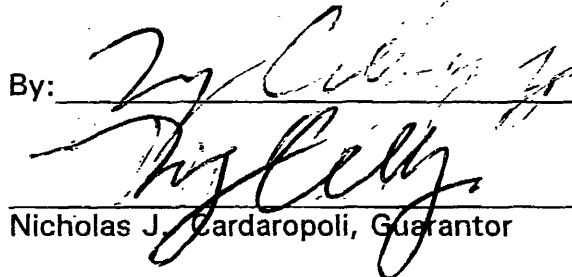
50. **AGENCY.**

If two or more persons are named as Purchaser herein, either is authorized to act as agent and to bind the other person named in this agreement in all matters of any kind or nature affecting the Premises herein or this agreement.


James Reynolds


Jennifer Reynolds

SANDCASTLE HOMES, INC.

By: 
Nicholas J. Cardaropoli, Guarantor

SCHEDULE "A"

All that certain plot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York more particularly described as Section 2 Lot No. 1 on the subdivision map entitled "Subdivision Plat of Section 1 and 2 for Domenico Scaglione" prepared by Zimmerman Engineering & Surveying, P.C., dated August 3, 1998 and filed in the Orange County Clerk's office on November 30, 1999 as Map No. 269-99.

SANDCASTLE HOMES, INC. WITH
JAMES AND JENNIFER REYNOLDS

ADDITIONAL EXTRAS AND PRICES

The Purchaser may elect to have the following extras included in the new house, at the prices shown, which election shall be made in accordance with paragraph "7" of this Agreement:

1. Air conditioning ducts - \$2,500.00.
2. Bump out breakfast bay - \$975.00.
3. Double window with circle top - \$1,200.00.

RIDER TO CONTRACT OF SALE FOR PURCHASE OF REAL ESTATE

- B E T W E E N -

SANDCASTLE HOMES, INC., with an address at P.O. Box 487,
Cornwall-on-Hudson, New York 12520, Seller

- A N D -

JAMES S. REYNOLDS and JENNIFER C. REYNOLDS, residing at 31
Oakland Avenue, Walden, New York 12586, Purchaser

1. Annexed hereto as Exhibit 1 is a copy of the subdivision map showing the exact location of the Reynolds site.
2. As to paragraph 2, Mr. and Mrs. Reynolds will include the additional extras into the price of the home. Accordingly, the purchase price will change from \$219,900 to \$224,575. Additionally, the Reynolds are making a down payment of 5% of the purchase price.
3. As to paragraph 5, Mr. and Mrs. Reynolds request that the Contractor and Nicholas J. Cardaropoli, individually, guaranty that the deposit monies be returned to the Reynolds.
4. As to paragraph 14, to the extent that any trees need to be removed for purposes identified in paragraph 14, the Reynolds must be notified immediately so they can assist the Seller in making any determination on tree removal.
5. As to paragraph 15, this paragraph should be changed to reflect that if the Seller stops work on the project and elects to cancel the contract through no fault of the Purchasers, the Sellers may not recover any costs for work done.
6. As to paragraph 18, if Seller must enter upon the Premises within 180 days following the close of title, Seller shall be liable for any and all damages incurred in completing any work or for injuries sustained by Seller, its employees or contractors, while performing work at the Premises.
7. All costs under paragraph 20 should be borne by the Seller at no charge to the Purchaser.
8. As to paragraph 21, the Purchasers should be notified immediately of any extraordinary excavation conditions that would result in additional charges to the Purchasers and should also be advised of the costs for such excavation.
9. As to paragraph 28, the parties shall extend closing of title as they deem necessary. However, closing of title shall take place on or about October 31, 2000.

SEC. 4, BLK. 2 LOT 7.24
N/F PAOLA SPECKY
L 3199 P 205

SEC. 4, BLK. 2 LOT 7.22
N/F PAOLA SPECKY
L 3199 P 205

Parcel being
purchased by
Jennifer + James
Reynolds

UNION AVENUE (CR - 68)

SECTION - 2
LOT - 1
15,257 sq. ft.
0.35 acres

SECTION - 2
LOT - 1
15,257 sq. ft.
0.35 acres

SECTION - 2
LOT - 3
47,619 sq. ft.
1.09 acres

(EASE 3)
16,389 SF
0.38 ACRES

SECTION - 2
LOT - 2
65,049 sq. ft.
1.49 acres
(EASE 2)
29,492 SF
0.68 ACRES

SEC. 4, BLK. 2 LOT 7.24
N/F MC PHILIP
L 2193 P 114

SAMANTHA COURT
PROPOSED PRIVATE ROAD (50' ROW)

$\Delta = 78^{\circ}58'42"$
R = 100.00'
L = 137.84'

PROPOSED UTILITIES
EASEMENT (50' WIDE)

$\Delta = 90^{\circ}41'44"$
R = 60.00'
L = 94.98'

$\Delta = 33^{\circ}08'12"$
R = 60.00'
L = 48.13'

SECTION - 2
LOT - 4
63,472 sq. ft.
1.46 acres
(EASE 4)
2,681 SF
0.06 ACRES

$\Delta = 78^{\circ}58'42"$
R = 50.00'
L = 68.92'

$\Delta = 119^{\circ}53'16"$
R = 60.00'
L = 125.55'

SEC. 3 BLK. 1 LOT 13
N/F PIONESSA
L 1949 P 289

SEC. 2 BLK. 1 LOT 20
N/F FIGUEROA
L 1950 P 185

SEC. 2 BLK. 1 LOT 14

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(814) 563-4611

RECEIPT
#591-2000

07/31/2000

Inc., Sandcastle Homes

Received \$ 50.00 for Zoning Board Fees, on 08/01/2000. Thank you for stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

Dorothy H. Hansen
Town Clerk

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

00-44.
Date: 7/31/00.

I. ✓ Applicant Information:

- (a) Sandcastle Homes, Inc. P.O. Box 487, Cornwall, N.Y. 12520 X.
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-9 10 Samantha Court 7-3-11 15,000 sq. ft.
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NC
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 1999
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk. Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd. <u>40 ft.</u>	<u>26 ft.</u>	<u>14 ft.</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

The single-family residence proposed will be a desirable change to the residential neighborhood where five lots are proposed.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, _____ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Site plans submitted.

IX. Attachments required:

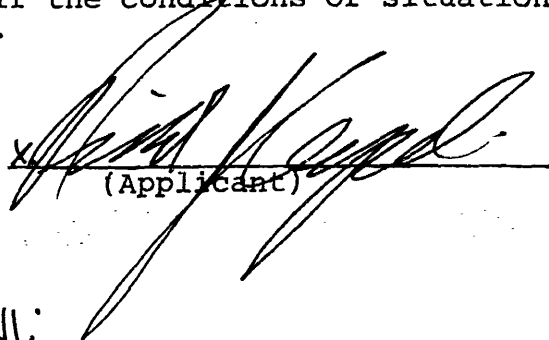
- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 304.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: 7/31/00.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.


(Applicant)

Sworn to before me this

31st day of July, 2000
Patricia A. Corsetti

XI. ZBA Action:

(a) Public Hearing date: _____

PATRICIA A. CORSETTI
Notary Public, State of New York
No. 01BA4904434

Qualified in Orange County
Commission Expires August 31, 2001.

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC
HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF
APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

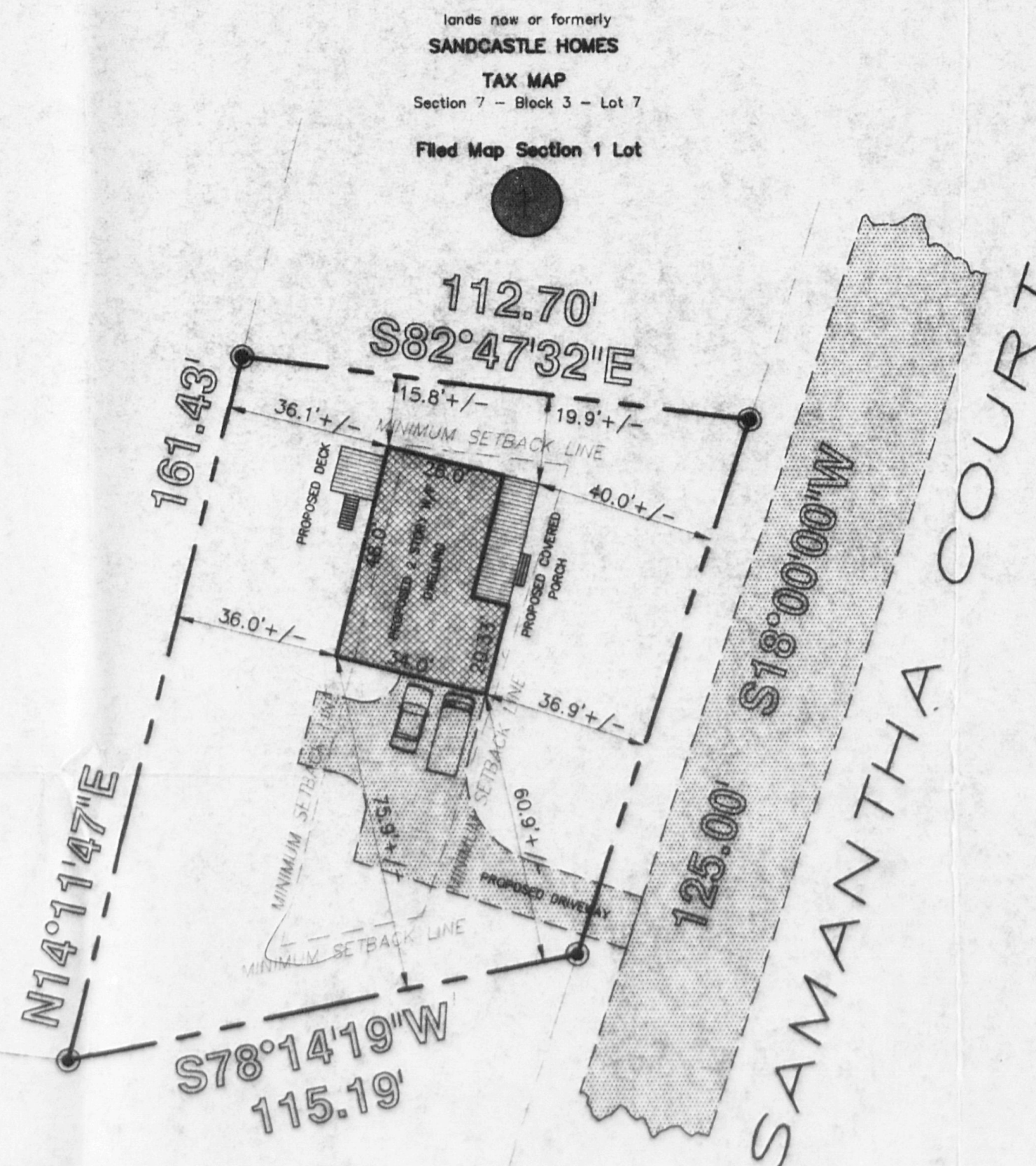
COLONIAL RIDGE SUBDIVISION

TAX MAP (Section 7 - Block 3 - Lot 11) Town of New Windsor
FILED MAP Section 2 - Lot 1 - Filed Map #32-97

AREA

0.348 +/- acres
15,278 +/- sq. ft.

lands now or formerly
PAOLA - SPERRY
(Liber 3199 - Page 268)
TAX MAP
Section 4 - Block 2 - Lot 7.22



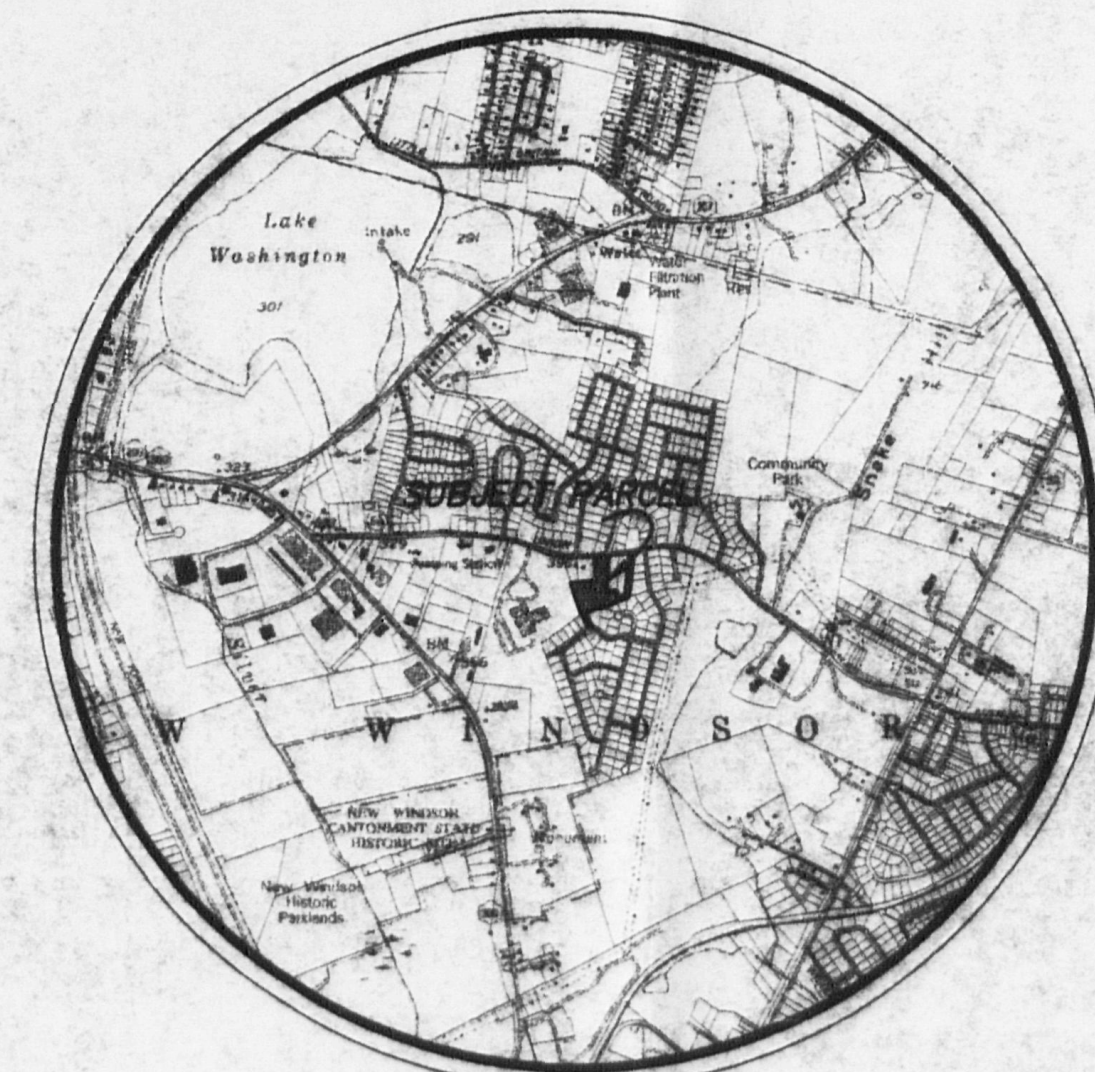
lands now or formerly
SANDCASTLE HOMES
TAX MAP
Section 7 - Block 3 - Lot 12
Filed Map Section 2 Lot

BULK REQUIREMENTS

SUBURBAN RESIDENTIAL (R-4) WITH CENTRAL SEWER AND WATER	
LOT AREA	15,000 Square Feet
LOT WIDTH @ BLDG.	100 Feet
REAR YARD	40 Feet
FRONT YARD	35 Feet
SIDE YARD	15 Feet/ 30 Feet

NOTE: UNLESS THE SURVEYOR'S SEAL APPEARS IN RED ON THIS MAP, IT SHOULD NOT BE CONSIDERED A TRUE AND CORRECT COPY OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.

Robert S. Murray Jr. New York License #050058



Vicinity Map
n.t.s.

NOTES

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, subdivision 2 of the New York State education law.
2. Only copies from the original of this survey marked with an original of the land surveyor's seal shall be considered valid copies.
3. Underground improvements or encroachments if any are not shown.
4. Subject to the findings of an accurate abstract of title.
5. Guarantees or certifications indicated hereon shall run only to the persons for whom the survey is prepared and on his behalf to the title company, governmental agency and the lending institution. Guarantees or certifications are not transferable to additional institutions or subsequent owners.

REFERENCES

SUBDIVISION FOR DOMENICO SCAGLIONE
Filed February 20, 1997 as Filed Map #32-97



MURRAY & VACCARO, PC		1787 ROUTE 17W GOSHEN, NEW YORK 10924 914-291-0944	
LAND SURVEYING & PROFESSIONAL ENGINEERING			
REV. - setback lines 11-17-99			
SURVEY-PLOT PLAN		OF PROPERTY PREPARED FOR	
<i>Sandcastle Homes</i>		project sheet	
Town of New Windsor Orange County - New York			
Drawn by r.s.m.	checked by	scale 1" = 30'	date June 22, 2000